

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

Meeting Date: DECEMBER 21, 2005

Division: TDC

Bulk Item: Yes X No     

Department:                                 

Staff Contact Person: Maxine Pacini

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**AGENDA ITEM WORDING:**

Approval of an Amendment to Agreement with Key West Art & Historical Society to revise dates of the production of the In Their Own Words, The History of Key West, 1822-1940 to October 1, 2005 and September 30, 2006 in an amount not to exceed \$23,000, FY 2006 Two Penny Cultural Umbrella Resources.

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**ITEM BACKGROUND:**

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**PREVIOUS RELEVANT BOCC ACTION:**

BOCC approved original Agreement at their meeting of October 19, 2005

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**CONTRACT/AGREEMENT CHANGES:**

Amendment to Agreement

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**STAFF RECOMMENDATIONS:**

Approval

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**TOTAL COST:** \$23,000

**BUDGETED:** Yes X No     


**COST TO COUNTY:** \$23,000

**SOURCE OF FUNDS:** TDC

**REVENUE PRODUCING:** Yes X No      **AMOUNT PER MONTH**      **Year**     

**APPROVED BY:** County Atty X OMB/Purchasing X Risk Management X

**DIVISION DIRECTOR APPROVAL:**



(Lynda Stuart)

**DOCUMENTATION:** Included X Not Required     

**DISPOSITION:**                                 

**AGENDA ITEM #**

# MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

## CONTRACT SUMMARY

Contract with: Key West Art & Historical Society Contract #             
 Effective Date: 12/21/05  
 Expiration Date:           

Contract Purpose/Description:  
Approval of an Amendment to Agreement with Key West Art & Historical Society to  
revise dates of the production of the In Their Own Words, The History of Key West,  
1822-1940 to October 1, 2005 and September 30, 2006 in an amount not to exceed  
\$23,000, FY 2006 Two Penny Cultural Umbrella Resources.

Contract Manager: Maxine Pacini 3523 TDC # 3  
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on 12/21/05 Agenda Deadline: 12/6/05

## CONTRACT COSTS

Total Dollar Value of Contract: \$ 23,000 Current Year Portion: \$             
 Budgeted? Yes ☒ No ☐ Account Codes:             
 Grant: \$            115-75011-530340-T65C-556X-530410  
 County Match: \$            115-75011-530340-T65C-556X-530480

## ADDITIONAL COSTS

Estimated Ongoing Costs: \$           /yr For:             
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

## CONTRACT REVIEW

|                   | Date In         | Changes Needed  | Reviewer           | Date Out        |
|-------------------|-----------------|---|--------------------|-----------------|
| Division Director | <u>11/22/05</u> | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <u>[Signature]</u> | <u>11/22/05</u> |
| Risk Management   | <u>11-28-05</u> | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <u>M. Slu...</u>   | <u>11-28-05</u> |
| O.M.B./Purchasing | <u>11-29-05</u> | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <u>[Signature]</u> | <u>11/29/05</u> |
| County Attorney   | <u>11/18/05</u> | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <u>S.Hutton</u>    | <u>11/18/05</u> |

Comments:

**AMENDMENT TO AGREEMENT**

THIS ADDENDUM to agreement is made and entered into this \_\_\_\_ day of \_\_\_\_ 2005, between the County of Monroe and Key West Art & Historical Society,

WHEREAS, there was an agreement entered into on October 19, 2005, between the parties, awarding \$23,000 to the Key West Art & Historical Society for the production of the In Their Own Words, The History of Key West, 1822-1940, and

WHEREAS, it has become necessary to make a correction to the dates of event,

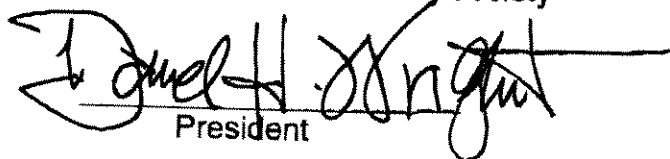
NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties agree to the amended agreement as follows:

1. Paragraph I of the agreement will read as follows: County shall pay a sum not to exceed \$23,000 (Twenty Three Thousand Dollars) for promotion and related expenditures effective October 1, 2005, as described in the event budget, attached hereto as Exhibit B, for production of the In Their Own Words, The History of Key West, 1822 - 1940 between October 1, 2005 and September 30, 2006. Payment will be made only after Event Sponsor submits invoices and support documentation acceptable to the County's Finance Department. The advertising and promotion budget for County funding may be altered as to the individual line items, or components, within 10% of the amount stated for that item or component, without increasing the total dollar amount and without requiring a written amendment to this agreement. The general non-allocated section of an Umbrella event budget may be utilized for unforeseen permissible expenditures and for those budget lines that may require additional funds. Monroe County's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the County.

2. The remaining provisions of the contract dated October 19, 2005 remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands and seal on the day and year first above written.

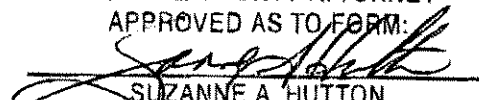
Key West Art & Historical Society

  
President

(SEAL)

ATTEST: DANNY L. KOLHAGE, CLERK

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:

  
SUZANNE A. HUTTON  
ASSISTANT COUNTY ATTORNEY  
Date 11/18/05

BOARD OF COUNTY  
COMMISSIONERS OF  
MONROE COUNTY, FLORIDA

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Mayor/Chairman

**EXHIBIT A**

**MONROE COUNTY TOURIST DEVELOPMENT COUNCIL  
CULTURAL UMBRELLA  
SCHEDULE OF EVENTS**

FISCAL YEAR 2006

**EVENT NAME: In Their Words, The History of Key West**

List scheduled event activities in date order. If pre-promotion is included, indicate the event dates of the next season. If funded, funds will be reimbursed only for the promotion of event activities listed here.

Year long programming at all 3 museums is scheduled for individual visitors and families, Elderhostel groups from Barry University, special 2 day bus tours from the Jewish Museum of Florida, Tampa Bay History Center and Ybor City Historical Society, as well as themed events during Cuban American Heritage Week, Hemingway Days, etc.

October 2005 – Exhibition Opening

Monthly seminars, in collaboration with the Key West Maritime Historical Society, will feature local authors, archaeologists, and historians on topics ranging from *The History of Wrecking to Key West, Cigar City USA*.

January – February 2006

A scholarly lecture series will include:

Dr. Consuelo Stebbins. University of Central Florida, "Understanding Key West's Diverse Population in 1885."

Dr. Annette Liggett – "History Through Familiar Eyes: "How to conduct oral history interviews with your family and where to look for information on genealogy. "

Dr. Brewster Chamberlin. . Key West Through the Eyes of Mario Sanchez, Life in the Early 20<sup>th</sup> Century as seen in the painted wood carvings of Key West most beloved folk artist.

March-April 2006

**Looking at Yesterday and Today** Visitors will explore the architectural history of Key West. First they will tour the museum exhibit to learn about the significant buildings and people who lived in 19<sup>th</sup> Century Key West. Then a walking tour will be lead by docents to specific architectural sites where they will learn more about these buildings that still stand today. Visitors will be encouraged to take photograph and fill out their "journal" ( provided by the

museum.) Their souvenir of Key West will help them remember the historical events and places on this island.

***The Streets of Key West (History through Street Names)*** Visitors will learn about the early settlers of whose names live on the street signs of Key West. A brief presentation by a museum staff member, illustrated with photographs and portraits from the exhibit, will introduce participants to 19<sup>th</sup> Century Key West. A docent lead tour will take visitors down the very streets named for these early settlers in the historic district of Key West.

June-July 2006

Hemingway themed programs will be featured over the summer when hundreds of people come to Key West for "Hemingway Days." They include:

***The Road to Freedom: Civil War*** a one man play on Ernest Hemingway's years in Key West. The play is written and performed by Brian Gordon Sinclair, renowned Canadian Hemingway scholar. Four performances will be scheduled at the Waterfront Theater as part of the official week of Hemingway Days in Key West.

***The Reel Hemingway film series*** at the new Tropic Cinema will feature *To Have and Have Not*, *Islands in the Stream* and other classics. Discussions after the films will be moderated by film historians to compare the novel to cinematic interpretation of Hemingway's work.

A scholarly lecture series will include:

Dr. Lawrence Broer, University of South Florida, "Welcome to Key West: Papa's Island in the Stream"

Dr. Paul Hendrickson, University of Pennsylvania, "Rainbow Chaser: Flyfishing with Patrick Hemingway"

Dr. Mark Ott, The Blake School, "The Gulf Stream as Transcribed Experience- through the *Pilar* logs as recorded by Ernest Hemingway"

IF FUNDED, EXHIBITS A AND B WILL BECOME PART OF YOUR CONTRACT AND TRANSMITTED TO THE OFFICE OF THE CLERK OF THE COURT.

**EXHIBIT B**

**MONROE COUNTY TOURIST DEVELOPMENT COUNCIL  
CULTURAL UMBRELLA EVENT FUNDS  
BUDGET BREAKDOWN**

FISCAL YEAR 2006

EVENT NAME: *In Their Own Words, The History of Key West*

|   |                  |
|---|------------------|
| MEDIA ADVERTISING                                   | \$ <u>18,875</u> |
| BROCHURES, POSTERS, PROGRAMS                        | \$ <u>3,435</u>  |
| DIRECT MAIL & POSTAGE                               | \$ _____         |
| PHOTO PROGRAM                                       | \$ _____         |
| PUBLIC RELATIONS                                    | \$ _____         |
| PROMOTIONAL ITEMS<br>(T-SHIRTS, CAPS, JACKETS, ETC) | \$ _____         |
| MISCELLANEOUS*                                      | \$ <u>690</u>    |
| TOTAL   | \$ <u>23,000</u> |

\*MISCELLANEOUS MAY NOT EXCEED 15% OF THE ABOVE BUDGET.

ACTUAL EXPENDITURES MAY DEVIATE NO MORE THAN 10% FROM THIS BUDGET.

THE MAXIMUM REQUEST IS \$25,000.00.

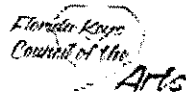
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ALL BROADCAST ADVERTISING PLACED INSIDE MONROE COUNTY MUST INCLUDE THE LINE "SPONSORED IN PART BY THE MONROE COUNTY TOURIST DEVELOPMENT COUNCIL."

IF FUNDED, EXHIBITS A AND B WILL BECOME PART OF YOUR CONTRACT AND TRANSMITTED TO THE OFFICE OF THE CLERK OF THE COURT.



1100 Simonton Street, Key West, FL 33040  
ph 305/295/4369 fax 305/295/4372  
info@keysarts.com www.keysarts.com

November 18, 2005

To: Maxine Pacini, Monroe County Tourist Development Council

From: Andrea Comstock, Business Manager

Re: Key West Art & Historical Society - Amendment to Contract

Please process the contract amendment correcting the dates as specified in the attached memo from the Key West Art & Historical Society regarding their FY 2005/06 event "In Their Own Words, The History of Key West."

Thank you.



281 Front Street  
Key West, FL 33040  
305-295-6616  
FAX 305-295-6649  
www.kwahs.com



**KEY WEST  
MUSEUM OF ART  
& HISTORY at the  
CUSTOM HOUSE**

281 Front Street  
Key West, FL 33040  
305-295-6616



**KEY WEST  
LIGHTHOUSE  
MUSEUM**

908 Whitehead Street  
Key West, FL 33040  
305-294-0012



**EAST MARTELLO  
MUSEUM**

3501 South Roosevelt Blvd.  
Key West, FL 33040  
305-296-3913  
FAX 305-296-6206

November 18, 2005

**MEMO**

**TO:** Cultural Umbrella Committee  
**FROM:** Key West Art & Historical Society  
**EVENT:** In Their Own Words, The History of Key West


We request an amendment to the dates in our contract that read

page 1 1. between October 1, 2005 and February 28, 2006

to be corrected to read

page 1 1. between October 1, 2005 and September 30, 2006.

Thank you for your attention to this matter.

  
Claudia L. Pennington  
Executive Director and CEO



## FUNDING AGREEMENT

THIS AGREEMENT is made and entered into by and between the Board of County Commissioners of Monroe County, Florida, (hereinafter referred to as the "County") and Key West Art & Historical Society (Hereinafter referred to as "Event Sponsor");

WHEREAS, the umbrella organization under contract to the County has recommended to the Monroe County Tourist Development Council (hereinafter "TDC"), which has endorsed the recommendation, that certain monies be allocated for promotion of an event;

NOW THEREFORE; in consideration of the mutual promises contained herein, the parties agree as follows:

1. County shall pay a sum not to exceed \$23,000 (Twenty Three Thousand Dollars) for promotion and related expenditures effective October 1, 2005, as described in the event budget, attached hereto as Exhibit B, for production of the In Their Own Words, The History of Key West, 1822 – 1940 between October 1, 2005 and February 28, 2006. Payment will be made only after Event Sponsor submits invoices and support documentation acceptable to the County's Finance Department. The advertising and promotion budget for County funding may be altered as to the individual line items, or components, within 10% of the amount stated for that item or component, without increasing the total dollar amount and without requiring a written amendment to this agreement. The general non-allocated section of an Umbrella event budget may be utilized for unforeseen permissible expenditures and for those budget lines that may require additional funds. Monroe County's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the County.
2. Event Sponsor shall provide promotion and related services as described in the Sponsor's application for funding, Exhibit A, attached hereto. All advertising and public relations services or supervision of advertising and public relations will be provided through the contracted agencies of the TDC and County. The agencies of record, shall receive payment of work in progress upon submission of documented invoices associated with said event. Event sponsor fully understands that funding is obtained from tourist development taxes for which the fiscal year ends September 30, 2006. Event sponsor also understands that the funding process through which this contract was made available by County requires event sponsors to submit their payment requests as quickly as possible and to finalize all such requests before the end of the fiscal year, if at all possible. In order for the tourist development taxes to be utilized most effectively for the purpose for which they were authorized, attracting and promoting tourism, the budgeting process of the County requires the event's funding to be concluded in a timely manner. In recognition that the timeliness of payment requests is of extreme importance to the funding of future advertising and promotion for the stability of the tourist-based economy, Event Sponsor agrees to submit by September 30, 2006 all invoices and support documentation as required by the County's Finance Department rules and policies. Event Sponsor shall not be reimbursed nor will Event Sponsor's vendors be paid directly for any invoices received by the County after September 30, 2006.

3. Event Sponsor shall reimburse County for any amount of funds expended by County in connection with an event which does not occur as a result of any act or omission by Event Sponsor.
4. Event Sponsor covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of the services provided, event sponsored, or other activities and funding associated with this agreement. Should event involve the serving or distribution of alcoholic beverages, Event Sponsor shall obtain prior to the event a Liquor Liability insurance policy naming Monroe County as a co-insured.
5. Event Sponsor shall maintain records pursuant to generally accepted accounting principles for three (3) years after the event and shall permit County and its agents and employees access to said records at reasonable times.
6. County may terminate this agreement without cause upon providing written notice to Event Sponsor no less than sixty (60) days prior to the event and may terminate for breach upon providing to Event Sponsor notice at least seven (7) days prior to the effective date of the termination.
7. Event sponsor is an independent contractor and shall disclose any potential conflicts of interest as defined by Florida Statutes, Chapter 112 and Monroe County Code, Article XXI.
8. Event Sponsor warrants that he/she/it has not employed, retained or otherwise had act on his/her/its behalf any former County officer or employee in violation of Section 2 or Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of the provision the County may, at its discretion terminate this contract without liability and may also, at its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former or present County officer or employee.
9. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
10. Logo: All promotional literature and advertising must display the **"The Florida Keys & Key West, Monroe County Tourist Development Council, Come as You Are"**,

logo/trade mark adopted by the TDC and County on November, 2000 (as per attached). **Radio Advertising should read** "Brought to you by the Monroe County Tourist Development Council". No reimbursement or direct payment will be considered unless this logo/trade mark is utilized.

11. Insurance Requirements: Event Sponsor, as a pre-requisite of the Special Event governed by this agreement, shall obtain, at its own expense, insurance as specified in this section.

Event Sponsor will not be permitted to commence work associated with the Event (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to the county as specified below. Event Sponsor shall maintain the required insurance throughout the entire duration of the Special Event and any extensions specified in any attached schedules. Failure to comply with this provision may result in the immediate suspension of the Event until the required insurance has been reinstated or replaced. Event Sponsor shall provide, to the County, as satisfactory evidence of the required insurance, either:

- \* Certificate of Insurance
- or

- \* Certified copy of the actual insurance policy

A certified copy of any or all insurance policies required by this contract shall be filed with the Clerk of the BOCC prior to the Event.

All insurance policies must specify that they are not subject to cancellation, non-renewal, material change or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

Acceptance and/or approval of Event Sponsor's insurance shall not be construed as relieving Event Sponsor from any liability or obligation assumed under this contract or imposed by law.

The Monroe County Board of County Commissioners, its employees and officials will be included as "Additional Insured" on all policies.

Any deviations from these General Insurance Requirements must be requested in writing on the County form titled "Request for Waiver of Insurance Requirements" and must be approved by Monroe County Risk Management.

Event Sponsor shall furnish the County with a certificate evidencing the insurance required by this paragraph not later than twenty (20) days prior to the event.

Prior to commencement of work governed by this contract, Event Sponsor shall obtain General Liability Insurance. Coverage shall be maintained through out the life of the contract and include, as a minimum:

- \* Premises Operations
- \* Products and Completed Operations
- \* Blanket contractual Liability
- \* Personal Injury Liability
- \* Expanded Definition of Property Damage

The minimum limits acceptable shall be:

- \* \$1,000,000.00 combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

- \* \$500,000.00 per person

- \* \$1,000,000.00 per Occurrence
- \* \$100,000.00 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County. Recognizing that the work governed by this contract involves the sales and/or distribution of alcoholic beverages, the Contractor's General Liability Insurance policy shall include Liquor Liability with limits equal to those of the basic coverage.

A separate Liquor Liability policy is acceptable if the coverage is not more restrictive than the contractor's General Liability policy.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative, the 4 day of August 2005.

(SEAL)

Attest: Danny L. Kolhage, Clerk

Sahel C. DeSantis  
Deputy Clerk

Board of County Commissioners  
of Monroe County

W. J. M. Spelman  
Mayor/Chairman 10-19-05

(CORPORATE SEAL)

Attest:

By. \_\_\_\_\_  
Secretary

Key West Art & Historical Society

By David Harrison Wright  
President

OR Claudia R. Lemus

\_\_\_\_\_  
Witness

MONROE COUNTY ATTORNEY

APPROVED AS TO FORM:

Suzanne A. Hutton  
SUZANNE A. HUTTON  
ASSISTANT COUNTY ATTORNEY  
7/19/05

**EXHIBIT A**

**MONROE COUNTY TOURIST DEVELOPMENT COUNCIL  
CULTURAL UMBRELLA  
SCHEDULE OF EVENTS**

FISCAL YEAR 2006

**EVENT NAME: In Their Words, The History of Key West**

List scheduled event activities in date order. If pre-promotion is included, indicate the event dates of the next season. If funded, funds will be reimbursed only for the promotion of event activities listed here.

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IF FUNDED, EXHIBITS A AND B WILL BECOME PART OF YOUR CONTRACT AND TRANSMITTED TO THE OFFICE OF THE CLERK OF THE COURT.

**EXHIBIT B**

**MONROE COUNTY TOURIST DEVELOPMENT COUNCIL  
CULTURAL UMBRELLA EVENT FUNDS  
BUDGET BREAKDOWN**

FISCAL YEAR 2006

EVENT NAME: *In Their Own Words, The History of Key West*

|   |                  |
|---|------------------|
| MEDIA ADVERTISING                                   | \$ <u>18,875</u> |
| BROCHURES, POSTERS, PROGRAMS                        | \$ <u>3,435</u>  |
| DIRECT MAIL & POSTAGE                               | \$ _____         |
| PHOTO PROGRAM                                       | \$ _____         |
| PUBLIC RELATIONS                                    | \$ _____         |
| PROMOTIONAL ITEMS<br>(T-SHIRTS, CAPS, JACKETS, ETC) | \$ _____         |
| MISCELLANEOUS*                                      | \$ <u>690</u>    |
| TOTAL   | \$ <u>23,000</u> |

\*MISCELLANEOUS MAY NOT EXCEED 15% OF THE ABOVE BUDGET.

ACTUAL EXPENDITURES MAY DEVIATE NO MORE THAN 10% FROM THIS BUDGET.

THE MAXIMUM REQUEST IS \$25,000.00.

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ALL PRINT AND TELEVISION MATERIALS MUST DISPLAY THE CURRENT TDC LOGO.

ALL BROADCAST ADVERTISING PLACED OUTSIDE MONROE COUNTY MUST INCLUDE THE LINE "SPONSORED IN PART BY THE FLORIDA KEYS AND KEY WEST."

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## MONROE COUNTY, FLORIDA

Request For Waiver  
of  
Insurance Requirements

It is requested that the insurance requirements, as specified in the County's Schedule of Insurance Requirements, be waived or modified on the following contract.

Contractor: See Event Attachment

Name of Entity: \_\_\_\_\_

Name of Event: \_\_\_\_\_

Contract for: Services

Address of Contractor: C/O TDC Att: Maxine

Phone: 305-296-1552

Scope of Work: Advertising and Promotion

Reason for Waiver: Providing funds to promote event only.... Minimal exposure to county

Policies Waiver will  
apply to: See Attached

Signature of Contractor: [Signature]

Approved [Signature]

Not Approved \_\_\_\_\_

Risk Management: [Signature]

Date: 7-25-05

County Administrator Appeal:

Approved \_\_\_\_\_

Not Approved \_\_\_\_\_

Date: \_\_\_\_\_

Board of County Commissioners Appeal:

Approved \_\_\_\_\_

Not Approved \_\_\_\_\_

Meeting Date: \_\_\_\_\_